Apollo Services Agreement
APOLLO SERVICES AGREEMENT

This Services Agreement and any Appendices hereto (the “Agreement”) is made on the date of the last Party’s signature as set forth below (“Effective Date”) between:

Apollo Medical Software Solutions Limited, registered under number 08747031 with a registered address of 3rd Floor, i2, Hamilton Court, Oakham Business Park, Mansfield, NG18 5FB (“Apollo”), and

[Organisation Name, Co. Reg. No and registered address] (“Customer”)

herein referred to as a ‘Party’ or the ‘Parties’.

Now, therefore the Parties agree as follows:

1. DEFINITIONS

1.1. “Acceptance” shall have the meaning given in paragraph 1.4.7 of Schedule A to this Agreement;

1.2. “Charges” means the charges as set out within each Part C of each Project Order;

1.3. “Change Control Process” means the Apollo process for managing changes to this Agreement, a copy of which is available upon request;

1.4. “Confidential Information” means confidential or proprietary information regarding the Disclosing Party’s products and services, business activities and plans, and otherwise, including the Permitted Purpose, whether disclosed before or after the execution of this Agreement, including but not limited to information comprised in or relating to the intellectual property of the Disclosing Party and/or relating to its respective financial results and projections, costs and prices, customers, suppliers, employees, consultants, technologies, technical and business strategies and trade secrets, specifications, proposals, contracts and schedules and other documentation (whether in draft or final form);

1.5. “Consent” means the means the consent required from the Customer for each Pilot Practice and Nominated Practice by way of a consent form reasonably specified by Apollo in order for Apollo to extract the data identified in the Specification and provide such to the Customer;

1.6. “Customer Server” means the provision of hardware required for the purpose of receiving the Services, as further specified in Schedule B.

1.7. “Data Controller” shall have the same meaning as set out in the Data Protection Legislation;

1.8. "Data Extracts" means the data delivered to the Customer Endpoint which conforms to the Specification (as demonstrated by the Acceptance process in Part A of Schedule A), regardless of whether such is a Successful or Incomplete Extract;

1.9. “Data Processor” shall have the same meaning as set out in the Data Protection Legislation;
1.10. "Data Protection Legislation" means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including the Data Protection Act 2018 ("DPA") and the GDPR or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data;

1.11. "End User" means the party with which Customer contracts in relation to the provision of its health reporting services;

1.12. "Endpoint" means the IP address provided and configured by the Customer for delivery of Data Extracts, in accordance with the Specification Overview, and which shall not be outside the United Kingdom;

1.13. "Fix Responsibility" means the party responsible for resolving a Variance as set out in Appendix 3 of Part A of Schedule A;

1.14. "GP Practice Environment" means the hardware and infrastructure provided by the GP Practice, excluding the clinical system

1.15. "Intellectual Property Rights" (IPR) means rights, title and interest in inventions (whether patentable or not and whether or not patent protection has been applied for and granted), improvements, developments, discoveries, patents, utility models, petty patents, confidential information, know-how, trade secrets, trademarks, logos, processes, registered designs, design rights, and all other designs (whether registerable or not), mask work rights, semi-conductor topography rights, rights in databases, moral rights, copyright (including copyright in programs), methodologies, Data Extracts, Extract Specification and all other rights or forms of protection (whether or not registerable and including applications for registration), of a similar nature or having a broadly equivalent effect anywhere in the world;

1.16. "Incomplete Data Extract" means data that is delivered to the End Point and has missing or incomplete data in required fields, and as such does not meet the requirements of the Specification, where such failure does not arise due to the default of Apollo

1.17. "GP Practices" means General Practitioner Medical Practices with which the Customer has direct or indirect contractual arrangements and has obtained consent for the analysis of information and reporting services associated with the Support Services, and has a clinical system supported by Apollo as detailed in Schedule B.

1.18. "Personal Data" shall have the same meaning as set out in the Data Protection Legislation

1.19. "Project" means each project detailed in each Project Order (including, for the avoidance of doubt, Schedule A);

1.20. "Project Order" means the project set out within Schedule A, and any other project which may be agreed in writing between the parties and executed by a duly authorised signatory and which shall be subject to the terms of this Agreement;

1.21. "Services" means the services detailed within Schedule A;

1.22. "Specification Overview" means the high level summary of requirements set out within the table contained within clause 1.2.4 of Part of Schedule A
1.23. "Apollo Software" means the software created and used by Apollo that is required to provide the Customer with data extract services.

1.24. "Extract Query" is the developed query run by Apollo on the GP Practices clinical data in accordance with the Specification.

1.25. "Unsuccessful Extract" means data that is delivered to the End Point and does not meet the requirements of the Specification, giving rise to Variances.

The headings in the Agreement are not intended to, and shall not, affect or limit the intent, scope or interpretation of the Agreement.

Where there is any conflict between the terms in the main part of this Agreement, including the schedules, and the terms of any document referred to in this Agreement, the terms of the main part of this Agreement and the schedules shall prevail. The terms of a schedule shall prevail over the terms of the main part of this Agreement and any other document.

2. OBLIGATIONS OF THE PARTIES

2.1. Apollo shall provide the Services in accordance with each Project Order, and fulfil all its other obligations under the Agreement in consideration of which the Customer shall pay the Charges.

2.2. The Customer shall pay Apollo the Charges and perform its responsibilities under the Agreement including, but not limited to, those specified in schedule B.

2.3. Apollo shall have no obligation to provide the Services, and the Customer shall have no obligation to pay the Charges, other than as set out within a Project Order.

2.4. Provision of the Services by Apollo is subject to the Customer Responsibilities and Limitations as further detailed within Schedule B, and Apollo shall have no responsibility for such Customer Responsibilities and/or Limitations. For the avoidance of doubt, where the Customer Responsibilities are not properly performed, and therefore restrict or prevent Apollo in delivering the Services, or the Limitations restrict or prevent Apollo in delivering the Services, then Apollo shall still be entitled to the Charges as if the Services have been provided regardless of such prevention or restriction.

3. LICENSE AND INTELLECTUAL PROPERTY RIGHTS

3.1. Subject to the provisions of this Agreement, during the Term of this Agreement Apollo grants to Customer a non-exclusive, non-transferable (subject to the rights of assignment set out in this Agreement), irrevocable (subject to the rights of termination set out in this Agreement) licence to the Software set forth for the Term of this Agreement, and subject to the limitations in this Agreement. The licence granted hereunder is granted solely to the Customer (and not, by implication or otherwise, to any parent, subsidiary or affiliate of such person or entity) and does not allow for any sub-licensing.

3.2. Customer shall not modify, enhance, prepare derivative works or otherwise alter the Software; or otherwise translate, decipher, decrypt, disassemble, reverse engineer or otherwise attempt to discover the source code or any internal data files of any portion of the Software (including third party embedded software); or copy, reproduce, sell, distribute, licence, rent or otherwise allow access to the Software.

3.3. Customer hereby acknowledges and agrees that title and all interests and rights of ownership (including goodwill) in and to the Software and trademarks are and remain with, and shall be the sole and exclusive property of Apollo.
3.4. Other than the licence expressly granted under this Agreement, neither party grants any licence of, right in or makes any assignment of any of its Intellectual Property Rights.

4. CONFIDENTIALITY AND PERSONAL DATA

4.1. In respect of any Confidential Information it may receive from the other party (“the Discloser”) and subject always to the remainder of this clause 4, each party (“the Recipient”) undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser’s prior written consent provided that:

4.1.1. the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of the Contract;

4.1.2. the provisions of this clause 4 shall not apply to any Confidential Information which:

(a) is in or enters the public domain other than by breach of the Contract or other act or omissions of the Recipient;

(b) is obtained by a third party who is lawfully authorised to disclose such information; or

(c) is authorised for release by the prior written consent of the Discloser; or

(d) the disclosure of which is required to ensure the compliance of the Customer’s client with the Freedom of Information Act 2000 (the FOIA).

4.2. Nothing in this clause 4 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law or, where Apollo is the Recipient, to Apollo’s immediate or ultimate holding company provided that Apollo procures that such holding company complies with this clause 4 as if any reference to Apollo in this clause 4 were a reference to such holding company.

4.3. Apollo authorises the Customer to disclose the Confidential Information to such person(s) as may be notified to Apollo in writing by the Customer from time to time to the extent only as is necessary for the purposes of auditing and collating information so as to ascertain a realistic market price for the goods supplied in accordance with the Contract, such exercise being commonly referred to as “benchmarking”. The Customer shall use all reasonable endeavours to ensure that such person(s) keeps the Confidential Information confidential and does not make use of the Confidential Information except for the purpose for which the disclosure is made. The Customer shall not without good reason claim that the lowest price available in the market is the realistic market price.

4.4. For the purpose of the Customer NHS clients only (as referred to in this paragraph 4.4), this paragraph 4.5 shall not apply and the parties acknowledge the sensitive nature of the data concerned with this agreement, and that the Customer’s NHS clients may request a copy of the agreement to expedite their overall responsibilities as Data Controller. A such, the parties agree to the release of such copy subject to the extension of the confidentiality terms herein at Clause 4 and that no commercial terms contained in the Schedules and Appendices of this agreement are to be disclosed without the other party’s prior written consent.

4.5. This clause 4 shall remain in force without limit in time in respect of Confidential Information which comprises Personal Data or which relates to a patient, his or her treatment and/or medical records.

4.6. In the event that Apollo fails to comply with this clause 4, the Customer reserves the right to terminate the Contract by notice in writing with immediate effect.
Personal Data

4.7 The Customer shall obtain the required consent from each GP Practice (or authorised representative body), as the data controller, in order to ensure that the necessary consent has been obtained for the data contained within each Data Extract, and for the specific purpose that the Customer will use such data. Clinical system providers may also apply their own policies, such as excluding data that has a “confidential to view at the GP Practice” code applied. Apollo shall provide the Customer with Apollo’s required consent forms in order for the Customer to fulfil this requirement.

4.8 For the avoidance of doubt, where Consent is obtained by an authorised representative body rather than the Customer, the Customer shall ensure that such authorised representative body obtains Consent in the same manner required by the Customer under this Agreement.

4.9 Apollo shall remain accredited to the most recent version of the NHS Data Security and Protection Toolkit, and is registered with the Information Commissioners Office (ICO), and shall remain so for the Term of this Agreement.

4.10 The following provisions shall apply to the handling of Personal Data under the Contract:

4.10.1 With respect to the parties’ rights and obligations under this Contract, the parties agree that the Customer is the Data Controller (acting on behalf of and under the instruction of the Customer’s client in this respect) and that Apollo is the Data Processor.

4.10.2 Apollo warrants that it will:

(a) act only on instructions from the Customer in relation to the processing of any Personal Data performed by Apollo on behalf of the Customer which may be specific instructions of a general nature as set out in this Agreement or as otherwise notified by the Customer during the Term; and

(b) process the Personal Data only to the extent, and in such a manner, as is necessary for the provision of the Services or as is required by law or any regulatory body; and

(c) it has in place appropriate security measures (both technical and organisational) against unlawful or unauthorised processing and against accidental loss, destruction, damage, alteration or disclosure of Personal Data processed by Apollo on behalf of the Customer. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected; and

(d) take reasonable steps to ensure the reliability of any subcontractor who might have access to the Personal Data; and

(e) obtain prior written consent from the Customer in order to transfer the Personal Data to any subcontractors for the provision of the Services; and

(f) ensure that all subcontractors required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 4.10.2; and

(g) ensure that none of the subcontractors publish, disclose or divulge any of the Personal Data to any third party unless directed to in writing to do so by the Customer; and
(h) notify the Customer within three [3] working days if it receives:-

(i) a request from a person to which the Personal Data is regarding to have access to their Personal Data; or
(ii) a complaint or request relating to the Customer’s obligations under data protection legislation;

(i) provide the Customer with full cooperation and assistance in relation to any complain or request made, including by:-

(i) providing the Customer with full details of the complaint or request;
(ii) complying with a data access request within the relevant timescales set out in the Data Protection Legislation.
(iii) Providing the Customer with any Personal Data it holds in relation to a person to which the Personal Data is regarding requesting access to such Personal Data within timescales required by the Customer; and
(iv) Providing the Customer with any information requested by the Customer;

(j) permit the Customer to inspect and audit, Apollo’s data processing activities (and/or those of its subcontractors) and comply with all reasonable requests or directions by the Customer to enable the Customer to verify and/or procure that Apollo is in full compliance with its obligations under this agreement; and

(k) provide a written description of the technical and organisational methods employed by Apollo for processing Personal Data (within timescales required by the Customer); and

(l) Not process Personal Data outside the European Economic Area without the prior written consent of the Customer and, where the Customer consents to a transfer, to comply with:-

(i) The obligations of a Data Controller as set out Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
(ii) Any reasonable instructions notified to it by the Customer.

(m) Apollo shall comply at all times with data protection legislation and shall not perform its obligations under this Agreement in such a way as to cause the Customer to breach any of its obligations under data protection legislation.

5. FEES AND PAYMENT

5.1. The Customer shall pay Apollo the Charges and any other valid charges that may become due.

5.2. The Customer shall pay all valid invoices within thirty (30) days of the date of such invoice unless otherwise specified in Part C of this agreement. Where an undisputed amount remains unpaid after thirty (30) days then interest shall accrue on such amount at the rate of 4% above the Bank of England base rate.

5.3. Where any undisputed amount remains unpaid for a period of sixty (60) days then Apollo shall have the right to suspend the Services.

5.4. The Customer shall pay Apollo, in addition to the Charges and any other valid charges, a sum equal to the value added tax and any other applicable taxes chargeable on the value of goods supplied and services performed under the Agreement at the date of invoice. Apollo shall, upon request, provide such information as may be reasonably required by the Customer regarding the amount of value added tax charged on invoices submitted.
6. TERM AND TERMINATION

6.1. This Agreement commences on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in effect for one (1) year from the date of Acceptance (the “Initial Term”). At the end of such Initial Term, this Agreement will automatically renew for additional one (1) year term (each a "Renewal Term," and, collectively with the Initial Term, the "Term"), unless either party provides notice of termination at least ninety (90) days prior to the end of the Initial Term or the applicable Renewal Term.

6.2. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Agreement without liability to the other if:

6.2.1. the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in writing of the breach; or

6.2.2. an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of such other party; or

6.2.3. an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of such other party, or notice of intention to appoint an administrator is given by such other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

Effect of Termination

6.3. Upon termination of this Agreement, each party shall at the other party’s option return or destroy all Confidential Information of the other party (including copies of the Software).

6.4. Upon expiration or termination of this Agreement for any reason, those provisions of the Agreement, which by their nature are intended to survive (4,5), will survive in accordance with their terms. Termination will not prejudice either party to require performance of any obligation due at the time of termination.

7. LIMITATION OF LIABILITY

7.1. Nothing in this Agreement excludes the liability of either Party:

7.1.1. for death or personal injury caused by a Party’s negligence; or

7.1.2. for fraud or fraudulent misrepresentation.

7.2. Apollo’s total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the amount actually paid by the Customer to Apollo under this Agreement in the twelve (12) months preceding the date on which the claim arose, other than in respect of any breach of clause 4.10.2 where Apollo’s total aggregate liability shall be £1,000,000.
8. **ANTI-BRIBERY AND CORRUPTION**

8.1. Apollo shall:

8.1.1. comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010; and

8.1.2. have and shall maintain in place throughout the term of this agreement their own policies and procedures, including adequate procedures under the Bribery Act 2010 and subsequent amendments to this Act, to ensure compliance with these this clause 8. and will enforce them where appropriate; and

8.1.3. promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by Apollo in connection with the performance of this Agreement.

8.2. Apollo shall ensure that any person who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Apollo in this clause 8. Apollo shall be responsible for the observance and performance by such persons of the relevant terms, and shall be directly liable to the Customer for any breach by such persons.

8.3. Breach of this clause shall be deemed a material breach and shall entitle Customer to terminate this agreement.

9. **GENERAL**

9.1. **Insurance.** Each party shall maintain such public liability insurance (including without limitation workers compensation, employer’s liability, comprehensive general liability, product liability and property damage insurance) as will adequately protect the other party in the event of any liability arising under this Agreement and, upon one party’s reasonable request, the other party will provide the requesting party with evidence of such insurance.

9.2. **Variation.** To the extent that either Party wishes to make any change to this Agreement, the Parties shall agree to discuss and implement any change as agreed in writing between the parties. No amendment shall be made to this Agreement unless done so in accordance with this clause 9.2. Apollo has, in existence, processes for managing change, and the parties shall work in good faith to adopt such processes (as advised by Apollo).

9.3. **Assignment.** This Agreement is personal to the parties and shall not be assignable by either party without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign its rights and obligations under this Agreement without the other party’s consent: (i) to an affiliate; (ii) in connection with a merger, acquisition, corporate reorganization or other sale of all or substantially all of its shares or assets of its business. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

9.4. **Waiver.** No delay, neglect or forbearance on the part of either Party in enforcing any provision of this Agreement shall be deemed to be a waiver or in any way prejudice its rights under this Agreement. No waiver or amendment by either Party shall be effective unless made by authorised persons of the Party in writing and no waiver by either Party of a breach of this Agreement shall constitute a waiver of any subsequent breach. If any provision of this Agreement shall be held by a court of competent jurisdiction or a regulator to be invalid or voidable such provision shall be struck out and the remainder shall stand in full force and effect.
9.5. Compliance with Law. Each party shall at all times during the Term comply in all material respects with all applicable laws, legislation, rules, regulations, governmental requirements and industry standards with respect to the Licensed Products and the performance by each party of its obligations hereunder.

9.6. Notices. Except as otherwise provided herein, all notices shall be in writing and shall be deemed to be delivered when received if sent by certified mail, postage prepaid, return receipt requested, by nationally recognised overnight courier. All notices shall be directed to the parties at the following respective addresses set forth below or to such other address as either party may, from time to time, designate by notice to the other party:

If to Apollo:
Kate Smith – Group Commercial Manager, Wellbeing Software Group, 3rd Floor, i2, Hamilton Court, Oakham Business Park, Mansfield, NG18 5FB

If to Customer:

9.7. Independent Contractor. The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Apollo and Customer.

9.8. Force Majeure. Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Apollo or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations (as agreed in writing between the Parties), provided that if the period of delay or non-performance continues beyond such agreed extension, the party not affected may terminate this Agreement by giving ten (10) days written notice to the other Party.

9.9. Dispute Resolution. If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("Dispute") then, except as expressly provided in this Agreement, the parties shall follow the dispute resolution procedure set out in this clause 9.9 (the commencement of a mediation shall not prevent the parties commencing or continuing court proceedings):

9.9.1. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documentation. On service of the Dispute Notice the CEO of Customer and CEO of Apollo who shall attempt in good faith to resolve it; and

9.9.2. if the CEO of Customer and CEO of Apollo are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing ("ADR notice") to the other party requesting mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than sixty (60) days after the date of the ADR notice. Unless otherwise agreed by the parties, the place of mediation shall be nominated by the mediator.
9.10. **Governing Law and Remedies.** The parties expressly acknowledge that the laws of England and Wales will govern the relationship between the parties and the parties submit to the jurisdiction of the English courts. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

9.11. ** Entire Agreement.** This Agreement, any exhibits or attachments hereto, constitutes the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, whether written or oral, relating to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of each party.

9.12. **Counterparts.** This Agreement may be executed by original or facsimile signatures and in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

Apollo: - Customer: -

Signature: Signature:

Print Name: Print Name:

Title: Title:

Date: Date:
SCHEDULE A – PROJECT ORDER

Apollo shall provide the Services as defined below, to the CUSTOMER and provision of the Services by Apollo will be subject to the Customer Responsibilities contained in Schedule B:

PART A – SERVICES

1.1 The Services to be provided by Apollo under this Agreement comprise the following:

1.1.1 Data Query Development;
1.1.2 Implementation Planning;
1.1.3 Data Extract Services at Pilot Practices;
1.1.4 Data Extract Services at Nominated Practices; and
1.1.5 Support Services.

1.2 Data Query Development

1.2.1 Apollo shall develop and write Extract Queries for each Clinical System, which shall meet the Architectural Solution and relevant specification contained within Appendix 1 ("Specification") to this Schedule A.

1.2.2 The Customer and Apollo shall, where the Specification has not already been agreed, work together to agree the terms of the Specification and shall ensure that the approval process takes as little time as possible and neither the party shall unreasonably withhold or delay consent to any changes proposed by the other. The proposed specification shall:

1.2.2.1 conform with the Specification Overview;
1.2.2.2 detail the form and type of Data Extracts to be delivered to the Endpoint; and
1.2.2.3 detail the subsequent outputs on customer owned server
1.2.2.4 detail the time and Frequency of Data Extracts.

1.2.3 Apollo shall not be obliged to commence any development work until the Specification has been agreed and approved in accordance with this Project Order. Upon written agreement by the parties of the Specification, Apollo shall write a data query which shall be capable of extracting data from the Clinical System and delivering such data to the Endpoint ("Extract Query") in accordance with the Specification.

1.2.4 Following written agreement of the Specification in accordance with clause 1.2.3 of Part A of this Schedule A, any change to a Specification shall be managed in accordance with the Change Control Process

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1.2.5 The Specification shall be based upon the following Customer Requirements:

<table>
<thead>
<tr>
<th>Number of Nominated Practices</th>
<th>Clinical Systems</th>
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<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Number of Extract Queries</th>
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<tbody>
<tr>
<td>Endpoint</td>
</tr>
<tr>
<td>Hardware:</td>
</tr>
<tr>
<td>Software:</td>
</tr>
<tr>
<td>Location:</td>
</tr>
</tbody>
</table>

1.3 Implementation Planning

1.3.1 Apollo will provide estimated timescales for completion of development and implementation of Data Extracts as detailed in Appendix 2.

1.3.2 Apollo will finalise and agree a full project plan following specification agreement and in line with Appendix 2 to include (but not limited to):

   1.3.2.1 Project activities and responsibilities;
   1.3.2.2 Timescales;
   1.3.2.3 Governance
   1.3.2.4 Resource
   1.3.2.5 Stakeholder Engagement

(“Project Plan”).

1.3.3 The parties shall agree and confirm in writing the Project Plan within ten (10) days of the latest date that this Agreement is signed by the parties and until such confirmation is obtained, Apollo shall not be obliged to carry out any testing or implementation of the Extract Query.

1.4 Pilot Practices

1.4.1 The Customer shall identify and notify Apollo in writing of a sample number of GP Practices on which to test the Extract Query (“Pilot Practices”), no later than seven (7) days from the date of the Effective Date. Apollo shall require two (2) pilot practices to be nominated in respect of each Clinical System.

1.4.2 Apollo shall test each Extract Query using an Apollo ‘test environment’, to ensure that the Extract Query has been developed in accordance with the Specification.

1.4.3 When Apollo has confirmed that each Extract Query meets the requirements of the Specification in a ‘test environment’, the Apollo Software will then be installed at the Pilot Practices for testing at Pilot Practices, as follows:
1.4.3.1 The Customer shall obtain Consent from the Pilot Practices (or authorised representative body), and provide the same to Apollo, in accordance with the Project Plan or in a timely manner where such is not detailed within the Project Plan, prior to Apollo delivering Data Extracts from such Practice. For the avoidance of doubt Apollo shall be unable to provide any Data Extracts to an End Point until such Consent has been obtained. Apollo shall be responsible for installing and testing the Apollo Software, either directly or through a third party as nominated by Apollo;

1.4.3.2 The Customer shall inform the Pilot Practice (or authorised representative body), that Apollo will be contacting them in order to gain access to install the Apollo Software at such Pilot Practice;

1.4.3.3 The Customer shall ensure that each End Point is configured in accordance with the Specification and has been tested and is capable of receiving the Data Extracts; and

1.4.3.4 Apollo shall then schedule the Extract Query in accordance with the Specification and provide the Data Extracts to the End Point in accordance with the Specification.

1.4.4 Where Consent is not obtained from a Pilot Practice, or such practice does not allow the Apollo Software to be installed, then the Customer shall nominate an alternative Pilot Practice by notifying Apollo in writing with the details of such practice, within two (2) working days of Apollo advising the Customer that either Consent has not been obtained or the Apollo Software is unable to be installed.

1.4.5 Following delivery to the End Point the Customer shall conduct testing to confirm that:

1.4.5.1 the Data Extracts are delivered in accordance with the Specification; and
1.4.5.2 the Customer shall record the outcome of testing in an Issues Log including any results of any Unsuccessful Extracts or Incomplete Extracts. The parties acknowledge and agree that the Customer may also carry out its own checks on the Data Extracts.

1.4.6 The Customer agrees to carry out such testing within seven (7) days of being notified by Apollo that the Extract Query is available for testing.

1.4.7 Where issues, including an Unsuccessful Extract or Incomplete Extract, occur Apollo shall resolve the issues identified within the Issues Log. Apollo shall then demonstrate to the Customer that the issues recorded in the Issues Log have been resolved, and that the Extract Query delivers Data Extracts in accordance with the Specification, and the Customer shall provide Apollo with written acceptance of the Extract Query (“Acceptance”) within seven (7) days. Where the Customer fails to provide such written acceptance, and Apollo has resolved all such issues such that the Extract Query conforms to the Specification, then the Extract Query will be deemed to have been accepted.

1.5 Nominated Practices

1.5.1 The Customer shall provide Apollo with the required details of the GP Practices identified to be within the scope of the Services not being Pilot Practices (“Nominated Practices”) in accordance with the Project Plan or in a timely manner where such is not detailed within the Project Plan. A Pilot Practice shall also become a Nominated Practice.
1.5.2 The Customer shall obtain Consent from the Nominated Practices (or authorised representative body), and provide the same to Apollo, in accordance with the Project Plan or in a timely manner where such is not detailed within the Project Plan, prior to Apollo delivering Data Extracts from such Practice. For the avoidance of doubt Apollo shall be unable to provide any Data Extracts to an End Point until such Consent has been obtained.

1.5.3 The parties shall agree in writing who will be responsible for installing the Apollo Software (which, for the avoidance of doubt, may be a third party) and the Customer shall inform the Nominated Practice (or authorised representative body), that such party will be contacting them in order to gain access to install the Apollo Software at such Nominated Practice. Where the parties appoint a third party to install the Software, the parties shall reasonably agree in writing any limitations and constraints to the Services.

1.6 Support Services

1.6.1 Following installation of the Extract Query at the Pilot and Nominated Practices, Apollo shall then schedule the Extract Query in accordance with the Specification and provide the Data Extracts to the End Point in accordance with the Specification.

1.6.2 Apollo will use reasonable endeavours to ensure that the Data Extracts that are delivered in respect of the Nominated Practices (as applicable) shall meet the Data Extract service levels set out in the table below:

<table>
<thead>
<tr>
<th>Type of Extract</th>
<th>Frequency and Run Parameters</th>
<th>Description</th>
<th>Data Extracts Target (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bulk (Initial) Query</td>
<td></td>
<td>Please refer to the Specification – Appendix 1</td>
<td>100%</td>
</tr>
<tr>
<td>Incremental Query</td>
<td></td>
<td>Please refer to the Specification – Appendix 1</td>
<td>90%</td>
</tr>
</tbody>
</table>

1.6.3 The Data Extract Target shall be measured as the Total Variances for which Apollo is responsible to resolve in accordance with the Variance Report and does resolve, as a percentage of the overall Total Variances for which Apollo is responsible to resolve as set out in the Variance Report.

1.6.4 Data Extracts will result in either a Successful Extract, Unsuccessful Extract, or an Incomplete Extract. Provision of the Support Services is subject to the Limitations and Constraints as set out under clause 1.6.7 of Part A of this Schedule A, and the Responsibilities and Dependencies as set out within Schedule B.

1.6.5 Apollo shall provide the Support Services by:

1.6.5.1 operating a single point of contact service desk which enables the Customer to log Errors by calling a help desk telephone number or using a web portal specified by Apollo from time to time (“Apollo Service Desk”);

1.6.5.2 maintaining a log of Errors reported by the Customer and providing regular status updates until the Error is resolved in accordance with the procedures contained in this Schedule;

1.6.5.3 managing and tracking Errors through to resolution by following appropriate processes; and

1.6.5.4 managing Errors within the Data Extract Target.
1.6.6 Unsuccessful Extracts

1.6.6.1 In the event of an Unsuccessful Extract, Apollo shall produce a Variance Report and shall report such failed Extract Query as a Variance and Apollo shall investigate and resolve such Variances. Apollo shall only be responsible for resolving a Variance where the Fix Responsibility indicates Apollo.

1.6.6.2 The Variance Report shall also include the status of each Variance and how it is being progressed by Apollo. Where Apollo is unable to investigate a Variance (having used reasonable endeavours to do so), or the parties agree that such Variance is not a fault of Apollo, then Apollo shall assist the Customer to determine how a Variance can be investigated and which party is able to do this.

1.6.6.3 Apollo may either require the assistance of the staff at a Pilot or Nominated Practice (or authorised representative body), or request Pilot or Nominated Practice staff (or authorised representative body) to raise any issues that the CSU or CCG are responsible for directly with them. Apollo will use reasonable endeavours to work with such staff to resolve problems.

1.6.7 Incomplete Extracts

1.6.7.1 Where an Incomplete Extract is delivered to an End Point, Apollo will not be aware of such as the Extract Query will have delivered a Data Extract to the End Point. Therefore, the Customer shall contact Apollo Service Desk and provide the details of the Incomplete Extract, within seven (7) days of receipt of the same.

1.6.7.2 As the data has been delivered to the End Point, the reason for such Incomplete Data Extract is not the fault of Apollo, and is due to a fault of a third party. Apollo shall monitor the Extract Query and report this as a Data Extract (because it has been delivered to the End Point, regardless of the fact it contains missing or incomplete data) and then investigate the issues reported by the Customer. Where the Customer reasonably considers that the root cause of the Incomplete Extract is Apollo's responsibility, then Apollo shall investigate such Incomplete Extract within a timely manner.

1.6.7.3 Apollo will investigate such issue in order to determine the cause of the issue and subsequently agree the Customer which third party is responsible for the Incomplete Extract and will recommend a resolution. Where Apollo is unable to implement the resolution then Apollo will recommend the course of action to be taken in order to resolve the issue and notify the Customer.

1.6.7.4 Apollo will check the Specification of the Extract Query which presents an Incomplete Extract, and request that the Customer compares output files with other Pilot Practices or Nominated Practices (as applicable) using the same Extract Query. Where it is found that there is a fault with the Extract Query, Apollo will resolve the issue and re-run the Extract Data Query.

1.6.7.5 Where the checks carried out by the Customer under paragraph 1.6.7.4 above demonstrate that data within the Clinical System is either incorrectly stored or is missing, then the Customer shall request the Nominated Practice or Pilot Practice (or authorised representative body) to change the data. Apollo will then, if required, re-run data in the Extract Query.
1.6.8 Where Apollo needs to contact a Nominated Practice or Pilot Practice (as applicable) in order to resolve an issue, Apollo shall make a maximum of three attempts to contact such practice (keeping the Customer informed of all such attempts), and where such contact fails then the information shall be recorded in the Apollo Service Desk in respect of an Incomplete Extract, or recorded in the Variance Report in respect of an Unsuccessful Extract.

1.6.9 The provision of the Services are subject to the following limitations and constraints:

1.6.9.1 Apollo shall not be able to deliver Data Extracts from a GP Practice or Pilot Practice (as applicable) where such practice has not provided Consent, and the Customers shall be entitled to replace such practice with another practice (which shall then become a Nominated Practice / Pilot Practice as applicable);

1.6.9.2 Apollo may not be able to run a Data Query during the Nominated Practice or Pilot Practice working hours, nor during any time outside of said normal working hours where the Nominated Practice / Pilot Practice prevents GP Practice Clinical System downtime;

1.6.9.3 where Apollo is providing the Support Services and investigating an issue, and needs to contact the Nominated Practice, the resolution of such issue will be restricted by the assistance provided by the Nominated Practice;

1.6.9.4 Apollo is not responsible for the data contained within a Clinical System and therefore the accuracy of a Data Extract will depend upon the quality and accuracy of the information contained within such system. Apollo is not able to amend any data contained within a GP Practice Clinical System, and this shall be the responsibility of the Nominated Practice;

1.6.9.5 Apollo will not extract data from any ‘free text fields’ within a Clinical System.

1.6.10 Changes to the Services

1.6.10.1 The parties acknowledge and agree that Apollo may be required to change the Services as necessary to incorporate changes in:

1.6.10.1.1 Legislation, law, Information Governance, NHS Data Security and Protection toolkit; and / or
1.6.10.1.2 IT technical changes as required by NHS Digital / GP Practice Clinical System providers; and / or
1.6.10.1.3 National Information Board (NIB) code changes.

Any changes required to be made pursuant to paragraph 1.6.10 above, shall be made in accordance with the Change Control Procedure.
Appendix 1 - Specification

Appendix 2 – Project Plan
## Appendix 3 – Sample Root Cause Description

<table>
<thead>
<tr>
<th>Root Cause Code</th>
<th>Fix Responsibility</th>
<th>Root Cause Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>RC-A-KNOWN ERROR</td>
<td>Apollo</td>
<td>An issue previously raised where Apollo are either investigating or currently working on a resolution.</td>
</tr>
<tr>
<td>RC-A-NEW ERROR</td>
<td>Apollo</td>
<td>Any new error(s) not previously encountered by Apollo, the incident is to be investigated by the Technical team.</td>
</tr>
<tr>
<td>RC-A-SQL REPORT ERROR</td>
<td>Apollo</td>
<td>Any error found where the cause does not relate to an IT environment or unexpected data issue. The data extract query requires amending by Apollo to resolve the issue.</td>
</tr>
<tr>
<td>RC-E-APOLLO PC LOGGED OFF</td>
<td>GP Practice</td>
<td>The Apollo Client PC is required to be logged in overnight for the software to work correctly.</td>
</tr>
<tr>
<td>RC-E-MOVED TO ALTERNATE SYSTEM</td>
<td>GP Practice</td>
<td>The Practice has changed clinical system causing the Apollo software to no longer work correctly until updated. The practice may also have moved to an Apollo non-compatible system.</td>
</tr>
<tr>
<td>RC-E-PRACTICE IT ENVIRONMENT</td>
<td>GP Practice</td>
<td>Changes made to the IT systems that cause the Apollo software to fail. These may include changes to the GP practice environment, the clinical system, any hardware, other software applications, operating system updates or changes, network or firewall updates or changes. Apollo assumes that all GP practice systems run the recommended specification by clinical system providers to handle the number of users and patient records for each practice, and that all IT systems are kept updated with all latest operating system, firmware, application updates and any other manufacturers’ updates as recommended by the suppliers. External events such as power cuts, floods, loss of internet connectivity etc. IT issues which causes problems with installing or using the Apollo software such as insufficient memory, user and network access and PC hardware.</td>
</tr>
<tr>
<td>RC-E-REFUSED ACCESS REQUIRED</td>
<td>GP Practice</td>
<td>The practice may refuse access as they are unaware of the data study, information may not be disseminated to relevant practice staff from the data controller. Refusal by practice staff may also occur when they have not been informed by CLIENT that access is required to provide support services. Access can be denied because staff simply refuse to co-operate, despite knowing about the service.</td>
</tr>
<tr>
<td>RC-E-UNEXPECTED DATA IN SYSTEM</td>
<td>GP Practice or Clinical Systems Supplier</td>
<td>Apollo assumes clinical systems data is updated in accordance with practice, NHS, NSS or other applicable clinical standards (QOF, NICE, Data Security &amp; Protection Toolkit, etc.) that may be applicable by practice staff. If the clinical system is not updated correctly there is a potential for missing data within the extracts for which Apollo is not responsible.</td>
</tr>
<tr>
<td>RC-E-USER ERROR OR TRAINING</td>
<td>Customer or GP Practice</td>
<td>Incorrect use of Apollo software where training or guidance is required. This may not be applicable to data extract service.</td>
</tr>
<tr>
<td>RC-INCIDENT NO LONGER REQUIRED</td>
<td>Not applicable</td>
<td>Apollo will close any incident where the request has been cancelled or the issue no longer exists.</td>
</tr>
<tr>
<td>RC-R-REQUEST COMPLETED</td>
<td>Not applicable</td>
<td>The request was completed successfully. Any request which could not be completed will have another appropriate root cause listed. This may not be applicable to data extract services.</td>
</tr>
<tr>
<td>RC-E-GP PRACTICE CONSENT NOT RECEIVED</td>
<td>GP Practice</td>
<td>Apollo has not received consent forms required to undertake data extraction.</td>
</tr>
<tr>
<td>RC-E-DATA ACTIVATION OFF</td>
<td>GP Practice</td>
<td>The GP Practice has not activated the data download service, data activation toggle, or other such options from within the clinical system. Apollo cannot run an Extract Query to provide a data extract, as data will not be available for Apollo to extract.</td>
</tr>
<tr>
<td>RC-CSS-DATA FEED PROBLEM</td>
<td>Clinical System Supplier</td>
<td>The data feed from the clinical system has not completed or there is a problem with the data feed, or the clinical system supplier has temporarily suspended the data feed to address underlying database issues. Apollo cannot run an Extract Query to provide a data extract, as the data will either not be present or be incomplete.</td>
</tr>
</tbody>
</table>
PART B CHARGES

1. The purpose of this Part B of Schedule A is to set out the provisions relating to the Charges applicable to the Services.

2. The Charges applicable to the Services shall comprise of:

   2.1 The Development & Implementation Charge
   2.2 the Service Charge; and
   2.3 the Additional Practice Charge.

3. Development

   3.1.1 The Customer will pay the Development & Implementation Charge of £ XXXXX which will become due on the Effective date of this agreement; and

4. Service Charge

   4.1 The Customer will pay the Service Charge. The Service will commence on Acceptance (1.4.7) and shall be: £XXXXX per annum.
   4.2 The Service Charge is for the provision of the Services to a minimum of XXXX (XX) GP Practices.
   4.3 Apollo shall be entitled to deliver invoices in respect of the Service Charge upon the Effective date of this agreement.

5. Additional Practice Charge

   5.1 Where the number of GP Practices exceeds XXXX (XX) at any time, then the Customer will pay an additional charge (in addition to the Service Charge) of £XXXX for each Data Extract in respect of such additional GP Practices.
   5.2 Where the Additional Practice Charge is due, then Apollo shall be entitled to deliver invoices for these charges monthly in arrears.

6. Other Charges

   6.1 Where the Customer requires Apollo to carry out any work in accordance with the Change Control Process, then any relevant charges shall be agreed in writing between the parties and such charges shall be in addition to the Charges.
7. Purchase Orders and Invoicing

7.1 Where the Customer requires a ‘purchase order’ number or any other reference to be quoted on an invoice, then the Customer shall provide such reference within seven (7) days of the date of this Agreement, along with the Customer representative responsible for the processing of ‘purchase orders’ and invoices.

8. Service Credits

8.1 Where Apollo fails to achieve the Data Extract Target for a period of three (3) continuous months, and where such failure is due to any default of Apollo, then the Customer shall be entitled to claim from Apollo an amount equivalent to X% of the Service Charge for such period of time. Apollo shall deduct such sum from the next invoice. Service Credits shall be the Customers sole and exclusive remedy in respect of a failure by Apollo to achieve the Data Extract Target.

9. Term and Termination

9.1 This Project Order shall take effect on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in effect for a period of one (1) year from the date of Acceptance (the “Initial Term”). At the end of such Initial Term, this Agreement will automatically renew for additional one (1) year term (each a “Renewal Term,” and, collectively with the Initial Term, the “Term”), unless either party provides notice of termination at least ninety (90) days prior to the end of the Initial Term or the applicable Renewal Term.
SCHEDULE B - CUSTOMER RESPONSIBILITIES & LIMITATIONS

1 GENERAL OBLIGATIONS

1.1 The Customer shall nominate a project manager as a point of contact during the Term, in order to manage the following activity:

1.1.1 co-ordinate the implementation activity where it has been agreed that such is a requirement of the Customer either between the parties or as indicated in the Project Plan;

1.1.2 contribute to the development of the Project Plan and ensure that Pilot and Nominated Practices are made aware of the implementation requirements;

1.1.3 approve and/or sign off the required documentation, as set out within this Agreement, in a timely manner; and

1.1.4 participate in project review meetings and other relevant meetings.

2 SPECIFIC OBLIGATIONS

2.1 In relation to the Services, the Customer shall perform the Customer responsibilities identified as such in this Agreement, the details of which are set out below:

2.1.1 provide to Apollo details of Pilot Practices and Nominated Practices;

2.1.2 obtain Consent of Pilot Practices and Nominated Practices;

2.1.3 ensure that Pilot and Nominated GP Practices have their infrastructure and networks configured as required by Apollo, and maintained such infrastructure and networks to a reasonable standard;

2.1.4 ensure that Pilot and Nominated GP Practices has the required access required technical and physical access in order to install the Apollo Software in accordance with Apollo requirements;

2.1.5 inform Pilot Practices and Nominated Practices that Apollo will be contacting them regarding installing Apollo Software and advise of the minimum environment requirements;

2.1.6 inform Apollo of any changes to the code list utilised within the Extract Query;

2.1.7 nominate alternative Pilot Practices or Nominated Practices where necessary;
2.1.8 conduct testing on Data Extracts to confirm whether the same conform with the Specification and the Agreement and record the outcome in the Issues Log and notify Apollo of any identified issues;

2.1.9 review and approve Variance Reports within seven (7) days, where such is not undertaken then the Variance Report is deemed to be accepted;

2.1.10 ensure that where Apollo Software is installed on a workstation at a Pilot or Nominated Practice, then such workstation remains powered at all times, and use ‘away from my desk’ remote connection software to enable connection by Apollo in order to provide the Services;

2.1.11 notify Apollo of any changes to a Clinical System at a Pilot or Nominated Practice, as soon as is reasonably possible;

2.1.12 contact the Helpdesk within seven (7) days if an Incomplete Extract occurs; and